

# EXHIBIT H



3015 E Cairo St.  
Springfield, MO 65802  
T: 417.831.9999 F: 417.831.9995  
www.motorcars-intl.com

## PURCHASE AGREEMENT

10/17/13

KRESCENT MEDIA, LLC  
25 IONIA, SUITE 400

GRAND RAPIDS, MI 49503

CITY, STATE, ZIP

E-MAIL ADDRESS

RES. PHONE

BUS. PHONE

FAX PHONE

PLEASE ENTER MY ORDER FOR THE FOLLOWING: ☐ NEW YEAR 2013 MAKE MERCEDES  
☒ USED MODEL G63 AMG MILEAGE 328

EXTERIOR WHITE INTERIOR BLACK VIN WDCYC7DFDX213238

SOURCE SALESMAN JEFF CORNWELL STOCK NO. M4942

BUYER TO SEND \$70,000.00 VIA WIRE TRANSFER

ON 10/17/2013 TO SECURE CAR.

SELLING VEHICLE TO BE AS DESCRIBED AT TIME  
OF DELIVERY.

TRADE IN TO BE FREE FROM ANY PREVIOUS OR  
EXISTING DAMAGE OR PAINTWORK AND TO INCLUDE

ALL BOOKS, KEYS, ETC.

BUYER TO PAY FOR SHIPPING OF 2013 G63, SELLER TO  
PAY FOR SHIPPING OF TRADE.

"IN THE EVENT THAT THE VEHICLE IS SHIPPED TO BUYER, BUYER SHALL BEAR THE RISK OF ANY LOSS OR DAMAGE TO VEHICLE IN TRANSIT.  
ANY EXPENSE INCURRED IN TRANSPORTING THE VEHICLE TO BUYER IS THE RESPONSIBILITY OF BUYER. BUYER MAY CHOOSE TRANSPORT  
CARRIER OF THEIR CHOICE.  
\*PLEASE SIGN THE FRONT OF THE PURCHASE AGREEMENT, INITIAL THE SECOND PAGE AND RETURN VIA FAX TO 417/831-9995. THANK YOU."

## TRADE-IN AND/OR DEPOSITS

YEAR 2009 MAKE MERCEDES-B

MODEL B-CLASS MILEAGE

EXTERIOR WHITE INTERIOR

VIN WDCYR71EX9X177472

TRADE-IN ALLOWANCE \$69,500.00

PAYOFF \$ N/A

DEPOSIT \$ N/A

TOTAL CREDITS \$69,500.00

CASH SALE OF DESCRIBED VEHICLE...

\$ 139,325.00

## ADMINISTRATIVE FEE

No portion of the uniform administrative fee charged herein  
is compensation for the drafting, preparation, or completion  
of legally binding documents or documents required by or  
for any government entity, including but not limited to the  
State of Missouri and/or Missouri Department of Revenue.

\$ 175.00

## TRANSPORTATION \*

\* Price Quoted for Vehicle is FOB, Springfield, MO

N/A

## 1. TOTAL PURCHASE PRICE

\$ 139,500.00

## 2. TOTAL CREDITS

Consisting of trade-in allowance and/or deposit;  
see statement in left hand column for details

\$ 69,500.00

3. UNPAID CASH BAL. DUE  
(Diff. between items 1&2)

\$ -70,000.00

ACV

## PAYOFF INFORMATION

Payoff Amount: N/A

Lienholder:

Payoff Good Until: Per Day

Address:

Verified By:

Phone

Contact

**FACTORY WARRANTY:** ANY WARRANTY ON ANY NEW VEHICLE OR USED VEHICLE STILL SUBJECT TO A MANUFACTURER'S WARRANTY IS THAT  
MADE BY THE MANUFACTURER ONLY. THE SELLER HEREBY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY  
IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

**USED VEHICLE WHETHER OR NOT SUBJECT TO MANUFACTURER'S WARRANTY:** UNLESS A SEPARATE WRITTEN INSTRUMENT SHOWING THE  
TERMS OF ANY DEALER WARRANTY OR SERVICE CONTRACT IS FURNISHED BY DEALER TO BUYER, THIS VEHICLE IS SOLD "AS IS" - NOT  
EXPRESSLY WARRANTED OR GUARANTEED; AND THE SELLER HEREBY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING  
ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

THE FRONT AND BACK OF THIS ORDER COMPRISE THE ENTIRE AGREEMENT AFFECTING THIS PURCHASE AND NO OTHER AGREEMENT OR  
UNDERSTANDING OF ANY NATURE CONCERNING SAME HAS BEEN MADE OR ENTERED INTO, OR WILL BE RECOGNIZED. I HEREBY CERTIFY THAT  
NO CREDIT HAS BEEN EXTENDED TO ME FOR THE PURCHASE OF THIS MOTOR VEHICLE EXCEPT AS APPEARS IN WRITING ON THE FACE OF THIS  
AGREEMENT. I HAVE READ THE MATTER PRINTED ON THE BACK HEREOF AND AGREE TO IT AS A PART OF THIS ORDER THE SAME AS IF IT WERE  
PRINTED ABOVE MY SIGNATURE. I CERTIFY THAT I AM OF LEGAL AGE, AND HEREBY ACKNOWLEDGE RECEIPT OF A COPY OF THIS ORDER.

THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES.

"THIS ORDER IS A CONDITIONAL SALES CONTRACT SUBJECT TO THE OCCURRENCE OF CERTAIN  
CONDITIONS PRECEDENT AS NOTED ON THE REVERSE SIDE OF THIS AGREEMENT."

PURCHASER'S SIGNATURE

DATE

10/17/13

ACCEPTED BY:

DEALER OR HIS AUTHORIZED REPRESENTATIVE

GOVERNMENT'S

EXHIBIT

170

US v. PIERON

25502

**A. CONDITIONAL PRECEDENT**

1. The obligations and duties of both the Buyer and the Seller, under this Agreement, shall become binding only when a conforming vehicle becomes identified to the Contract. Under the provisions of this Agreement, identification occurs when and only when a conforming vehicle comes into the possession of the Seller and is held by the Seller for a period of 72 hours after its delivery. For the purposes of this subparagraph, a vehicle is conforming notwithstanding the absence of optional equipment purchased by the Buyer and installed, after delivery, by the Seller.

2. Immediately upon identification of the goods (i.e., the vehicle) to the Contract, the Buyer is obligated to pay Seller in accordance with the terms of this Agreement, the balance of the purchase price in U.S. currency through a cashier's check or with bank certified funds. Failure to make the required payments by the Buyer upon identification of the goods to the Contract constitutes a material breach of this Contract and entitles Seller to retain all deposits made by the Buyer as liquidated damages. The Seller may also as liquidated damages, sell the trade-in vehicle and repay itself with the proceeds of that sale.

3. Parties to this Agreement (i.e., both the Buyer and the Seller) acknowledge and understand that the manufacturer has reserved the right to change the price to the dealer of a new motor vehicle without notice. In the event that the price the dealer of a new motor vehicle of the series and body type ordered hereunder is changed by the manufacturer prior to identification of the goods occurring under this Contract, the dealer reserves the right to change the cash delivered price of such motor vehicle to the purchaser accordingly. If such cash delivered price is increased by the dealer, purchaser may if dissatisfied therewith cancel this order if said right is exercised within 72 hours after being notified of the increase in the cash delivered price. All notices under this subparagraph must be in writing and served on the dealer at the address provided by herein prior to the expiration of that 72 hour time period. Failure to so notify Seller, shall constitute an acceptance of the price increase by the Purchaser of remaining obligations and duties under the terms and conditions of the Agreement.

**B. ADDITIONAL TERMS & CONDITIONS**

1. As used in this Order the terms (a) "Dealer" shall mean the authorized Dealer to whom this Order is addressed and who shall become a party hereto by its acceptance hereof, (b) "Purchaser" shall mean the party executing this Order as such on the face hereof, and (c) "manufacturer" shall mean the Corporation that manufactured the vehicle or chassis, it being understood by Purchaser and Dealer that Dealer is in no respect the agent of Manufacturer, that Dealer and Purchaser are the sole parties to this Order and that reference to Manufacturer herein is for the purpose of explaining generally certain contractual relationships existing between Dealer and Manufacturer with respect to new motor vehicles.

2. **PURCHASER SHALL NOT BE ENTITLED TO RECOVER FROM DEALER ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS, OR INCOME, OR ANY OTHER INCIDENTAL DAMAGES.**

3. **TRADE-IN VEHICLE:** Buyer guarantees that the trade-in vehicle is Buyer's property, free and clear of all liens and encumbrances. If the used motor vehicle which has been traded in as a part of the consideration for the motor vehicle ordered hereunder is not to be delivered to Dealer until delivery to Purchaser of such motor vehicle shall be reappraised at that time and such reappraised value shall determine the allowance made for such used motor vehicle. If such reappraised value is lower than the original allowance therefore shown on the front of this Order, Purchaser may, if dissatisfied therewith, cancel the Order, provided, however, that such right to cancel is exercised prior to the delivery of the motor vehicle ordered hereunder to the Purchaser and surrender of the used motor vehicle to dealer.

4. Buyer agrees to deliver to Dealer satisfactory evidence of title to any used motor vehicle traded in as a part of the consideration for the motor vehicle ordered hereunder at the time of delivery of such used motor vehicle to Dealer.

5. **TIME OF PERFORMANCE:** Both the Seller and the Buyer acknowledge that TIME IS NOT OF THE ESSENCE with respect to this Contract. The Buyer remains obligated to perform under the terms and conditions of this Agreement upon identification of the goods to the Contract regardless of when that identification occurs. Furthermore, the Seller is not liable for any damages resulting from any delay in delivery or the failure to deliver to the purchase of the motor vehicle described on the reverse side of this Agreement regardless of whether the failure to deliver due in whole or in part to any cause, even the Seller's negligence. Upon Seller learning that conforming goods can no longer be supplied under this Contract, Seller is obligated to notify the Buyer of this inability to perform within 10 days after learning of the inability to perform and is entitled to cancel this Agreement without further obligation. The notification by the Seller must be mailed to the Buyer at the address listed on the reverse side of this Agreement.

6. **TAXES:** Purchaser shall be liable for the payment of all sales, use and other taxes of a like or similar nature which applies to the transaction detailed on the reverse side of this Agreement and agrees to hold Seller harmless and to fully indemnify Seller of and from any and all tax liability to any taxing authority as a result of the conclusion of the transaction described on the reverse side hereof. The Purchaser acknowledges that applicable taxes are part of the sales price and any refusal to pay same by the Purchaser shall be deemed a material breach by said Purchaser.

7. **MODIFICATION:** No modification, change, addition, or deletion hereto shall be valid, binding or enforceable unless in writing and signed by the parties hereto.

8. **ARBITRATION:** Any controversy or claim arising out of or relating to this Contract, or the breach thereof, shall be settled by arbitration held in the City of Springfield, MO in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court of the State of Missouri having jurisdiction thereof. This Contract shall be deemed to have been made and shall be governed by the laws of the State of Missouri. Buyer and Seller consent to the jurisdiction of the Circuit Court of Greene County, Missouri, for all purposes relating to this Contract. The arbitrators shall have the authority to award the prevailing party the costs of the arbitration, including reasonable attorney's fees.


9. **NOTICES:** All notices to be given hereunder shall be by certified mail, return receipt requested, and shall be mailed to the parties at their respective addresses set forth on this Agreement.

10. **INTEGRATION:** This Agreement constitutes the entire understanding of the parties. There are no agreements, understandings, representations, restrictions or promises or warranties other than as specifically set forth herein and no statement, warranty or representation other than specifically set forth herein is deemed by either party to be material to the promises contained hereof.

11. **FINAL AGREEMENT:** It is the express and specific intention of the parties that this Agreement supersedes and modifies all prior agreements of the parties, in all respects, and all prior agreements between the parties of any kind or nature are herewith declared null and void without force and effect. This Agreement may not be modified except by subsequent written agreement of the parties signed and executed by all the parties to be charged.

12. **ATTORNEYS FEES AND COSTS:** The Buyer acknowledges that the Seller shall be entitled to recover from the Buyers its attorneys fees and any and all costs incurred by the Seller if the Seller is required to engage the service of legal counsel in order to enforce the provisions of this Agreement against the Buyer for any breach the Buyer commits; such sums (i.e., investigative and/or court costs and attorneys fees) shall be in addition to any other sums due hereunder from the purchaser or otherwise whether litigation is instituted or not. Attorney's fees and court costs shall be deemed part of the liquidated damages due to the Seller for Buyer's breach.

13. **DEPOSIT/USE OF DEPOSIT/RETURN OF DEPOSIT:** If the Seller requires Buyer to place deposit down on the full contract price, Seller may place deposit in non-interest bearing account and may utilize the deposit in any manner Seller deems appropriate. The Seller may retain all deposit as liquidated damages as provided for under paragraph A. (2) of this Agreement and/or if the Buyer commits any other material breach of this Agreement. If a refund of the deposit is otherwise provided for under the terms of this Agreement, Seller shall promptly refund to the Buyer the full deposit, less any set-offs as permitted by law, within 30 days after the refund was required. Return of the deposit to the Buyer shall be deemed a mutual and bilateral cancellation of the agreement. Buyer shall be limited to the refund of his deposit as his/her measure of liquidated damages.

X  INITIAL



ALABAMA GREAT SEAL		STATE OF ALABAMA DEPARTMENT OF REVENUE	
<b>CERTIFICATE OF TITLE FOR A VEHICLE</b>			
TITLE NO. 47879641	VEHICLE IDENTIFICATION NUMBER WDCYC7DFDX213238	TRANS. CODE 8T	DATE ISSUED 88/27/2813
YR. MODEL 2013	MAKE HERZ	MODEL 663AMG	BODY TYPE 4D
CYL. NEW USED ALIEN 88 XX	PURCHASE DATE 88/02/2013	EXCH. GEN. 0	COLOR WHI
ODOMETER 800835			
NAME(S) AND MAILING ADDRESS OF OWNER(S) RICHARDSON, DAVID 12 LEDGES MAIN SE HUNTSVILLE AL 35802			
RESIDENT ADDRESS (IF DIFFERENT) RICHARDSON DAVID 12 LEDGES MAIN SE HUNTSVILLE AL 35802			
LEGEND(S) ODOMETER READING IS THE ACTUAL MILEAGE			
1ST LIEN HOLDER'S NAME, ADDRESS AND LIEN DATE			
2ND LIEN HOLDER'S NAME, ADDRESS AND LIEN DATE			
			
<p>This certificate serves as an official document of the Department of Revenue and prima-facie evidence that an application for certificate of title has been made for the vehicle described herein, pursuant to the provisions of the Motor Vehicle laws of this state, and the applicant named on this face hereof has been duly reported as the lawful owner of the vehicle so described. Further, the said vehicle is subject to the security interest by lien(s) shown hereon, if any. But, said described vehicle may be subject to a mechanic's lien or a lien given by statute to the United States, this State or any political subdivision of this State or other encumbrances not required to be filed with this Department.</p>			
<p>RELEASE OF LIEN The holder of Lien on the vehicle described in this Certificate does hereby acknowledge the lien described in said Certificate is released and discharged.</p>			
<p>First Lienholder By _____ Signature of Authorized Agent Date _____</p>			
<p>Second Lienholder By _____ Signature of Authorized Agent Date _____</p>			
<p>CONTROL NUMBER 4323 7088</p>			
KEEP IN A SAFE PLACE — ANY ALTERATION OR ERASURE VOIDS THIS TITLE			

HOLD TO LIGHT TO VIEW WATERMARK

HOLD TO LIGHT TO VIEW WATERMARK

FORM RC-607 (9-1-88-2017)



FEDERAL and State Law requires that you state the mileage in connection with transfer of ownership. Failure to complete ODOMETER STATEMENT OR providing a FALSE STATEMENT may result in fines and/or imprisonment.

\*\*\* NOTICE: ANY ALTERATION OR ERASURE VOIDS THE ASSIGNMENT and all assignments that follow \*\*\*

- ASSIGNMENT OF TITLE BY REGISTERED OWNER (not valid unless completed in full - I/we warrant this Title and certify that the vehicle described herein has been transferred on 8/30/13 to the following: 6320 University Dr.  
 Buyer(s): Mercedes Benz of Huntsville Address: Huntsville AL 35806  
 I certify to the best of my knowledge that the ODOMETER READING is the ACTUAL MILEAGE of the vehicle unless one of the following statements is checked:

285 ODOMETER READING ☐ NO TENTHS ☐ CAUTION: READ CAREFULLY BEFORE YOU CHECK A BLOCK ☐ 1. The mileage stated is in excess of its mechanical limits. ☐ 2. The odometer reading is not the Actual Mileage - WARNING-ODOMETER DISCREPANCY  
 SIGNATURE(S): of Buyer(s) [Signature] of Seller(s) [Signature]  
 PRINTED NAME(S): of Buyer(s) Erin Howard of Seller(s) David Richardson  
 LIENHOLDER TO BE RECORDED AND SHOWN ON NEW TITLE: (IF NONE, STATE "NONE") \* \* \* \* \*  
 NAME OF 1st LIENHOLDER: none  
 ADDRESS OF 1st LIENHOLDER: \_\_\_\_\_

- FIRST RE-ASSIGNMENT BY LICENSED DEALER • SELLING DEALER'S STATE Lic. No. 4720  
 I/we warrant this Title and certify that the vehicle described herein has been transferred to the following:

Buyer(s): Seasell Inc Address: \_\_\_\_\_  
 I certify to the best of my knowledge that the ODOMETER READING is the ACTUAL MILEAGE of the vehicle unless one of the following statements is checked:  
☐ 1. The mileage stated is in excess of its mechanical limits. ☐ 2. The odometer reading is not the Actual Mileage - WARNING-ODOMETER DISCREPANCY  
☐ NO TENTHS ☐ CAUTION: READ CAREFULLY BEFORE YOU CHECK A BLOCK ☐ Date of Sale 8 / 13 / 13  
 ODOMETER READING [Redacted]  
 SIGNATURE(S): of Buyer(s) [Signature] of Seller(s) [Signature]  
 PRINTED NAME: of Buyer(s) James Bartlett of Seller(s) [Redacted]  
 LIENHOLDER TO BE RECORDED AND SHOWN ON NEW TITLE: (IF NONE, STATE "NONE") \* \* \* \* \*  
 NAME OF 1st LIENHOLDER: \_\_\_\_\_  
 ADDRESS OF 1st LIENHOLDER: \_\_\_\_\_

- SECOND RE-ASSIGNMENT BY LICENSED DEALER • SELLING DEALER'S STATE Lic. No. \_\_\_\_\_  
 I/we warrant this Title and certify that the vehicle described herein has been transferred to the following:

Buyer(s): \_\_\_\_\_ Address: \_\_\_\_\_  
 I certify to the best of my knowledge that the ODOMETER READING is the ACTUAL MILEAGE of the vehicle unless one of the following statements is checked:  
☐ 1. The mileage stated is in excess of its mechanical limits. ☐ 2. The odometer reading is not the Actual Mileage - WARNING-ODOMETER DISCREPANCY  
☐ NO TENTHS ☐ CAUTION: READ CAREFULLY BEFORE YOU CHECK A BLOCK ☐ Date of Sale M / D / YR  
 ODOMETER READING \_\_\_\_\_  
 SIGNATURE(S): of Buyer(s) X of Seller(s) X  
 PRINTED NAME: of Buyer(s) \_\_\_\_\_ of Seller(s) \_\_\_\_\_  
 LIENHOLDER TO BE RECORDED AND SHOWN ON NEW TITLE: (IF NONE, STATE "NONE") \* \* \* \* \*  
 NAME OF 1st LIENHOLDER: \_\_\_\_\_  
 ADDRESS OF 1st LIENHOLDER: \_\_\_\_\_

- THIRD RE-ASSIGNMENT BY LICENSED DEALER • SELLING DEALER'S STATE Lic. No. \_\_\_\_\_  
 I/we warrant this Title and certify that the vehicle described herein has been transferred to the following:

Buyer(s): \_\_\_\_\_ Address: \_\_\_\_\_  
 I certify to the best of my knowledge that the ODOMETER READING is the ACTUAL MILEAGE of the vehicle unless one of the following statements is checked:  
☐ 1. The mileage stated is in excess of its mechanical limits. ☐ 2. The odometer reading is not the Actual Mileage - WARNING-ODOMETER DISCREPANCY  
☐ NO TENTHS ☐ CAUTION: READ CAREFULLY BEFORE YOU CHECK A BLOCK ☐ Date of Sale M / D / YR  
 ODOMETER READING \_\_\_\_\_  
 SIGNATURE(S): of Buyer(s) X of Seller(s) X  
 PRINTED NAME: of Buyer(s) \_\_\_\_\_ of Seller(s) \_\_\_\_\_  
 LIENHOLDER TO BE RECORDED AND SHOWN ON NEW TITLE: (IF NONE, STATE "NONE") \* \* \* \* \*  
 NAME OF 1st LIENHOLDER: \_\_\_\_\_  
 ADDRESS OF 1st LIENHOLDER: \_\_\_\_\_

MVP-2 (Rev.09/08)

North Carolina Division of Motor Vehicles

NO FEE

## DEALER'S REASSIGNMENT OF TITLE TO A MOTOR VEHICLE

To be used by North Carolina licensed dealers to reassign out-of-state assigned certificates of title, non-title state registration certificates and/or bills of sale or other documents, acceptable for obtaining a certificate of title in North Carolina for vehicles acquired by North Carolina dealers. May also be used to reassign manufacturer's certificates of origin and North Carolina certificates of title when the space or spaces provided on these documents for dealer's assignments have been used.

YEAR 2013 MAKE MERCEDES-BENZ BODY STYLE SPORT-UTILITY VIN WDEYC7DPX213233

Federal and State law requires that you state the mileage in connection with the transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.

## RE-ASSIGNMENT OF TITLE BY LICENSED DEALER

The undersigned hereby certifies that the vehicle described in this title has been transferred to the following printed name and address:

MOTORCARS INTERNATIONAL 3015 E CAIRO ST. SPRINGFIELD MO 65802

"I certify to the best of my knowledge that the odometer reading is: \_\_\_\_\_ (NO TENTHS) and reflects the actual mileage of this vehicle unless one of the following statements is checked."

☐ 1. The mileage stated is in excess of its mechanical limits. ☐ 2. The odometer reading is not the actual mileage. **WARNING — ODOMETER DISCREPANCY**

09/19/2013

DATE VEHICLE DELIVERED TO PURCHASER

To my knowledge the vehicle described herein:

Yes ☐ No ☒ Has been involved in a collision or other occurrence to the extent that the cost to repair exceeds 25% of fair market retail value.  
Yes ☐ No ☒ Has been a flood vehicle, a reconstructed vehicle or a salvage vehicle.

Hand-Printed Name and  
Signature of Dealer or Agent Brett Hamilton

Printed Firm Name SEASELL INC.

Date 09/19/2013 County \_\_\_\_\_

NEW HAMPSHIRE

State NC

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Brett Hamilton

Notary  
Signature \_\_\_\_\_

Notary Printed  
or Typed Name

CHRISTY COLTRAIN

My Commission Expires

10/10/2017

(SEAL)

Hand-Printed Name and  
Signature(s) of Buyer(s) D. Hines, Agent

## RE-ASSIGNMENT OF TITLE BY LICENSED DEALER

The undersigned hereby certifies that the vehicle described in this title has been transferred to the following printed name and address:

KRESCENT MEDIA, LLC, 25 IONIA, SUITE 400, GRAND RAPIDS, MI 49503

"I certify to the best of my knowledge that the odometer reading is: 328 (NO TENTHS) and reflects the actual mileage of this vehicle unless one of the following statements is checked."

☒ 1. The mileage stated is in excess of its mechanical limits. ☐ 2. The odometer reading is not the actual mileage. **WARNING — ODOMETER DISCREPANCY**

10/17/2013

DATE VEHICLE DELIVERED TO PURCHASER

To my knowledge the vehicle described herein:

Yes ☐ No ☒ Has been involved in a collision or other occurrence to the extent that the cost to repair exceeds 25% of fair market retail value.  
Yes ☐ No ☒ Has been a flood vehicle, a reconstructed vehicle or a salvage vehicle.

Hand-Printed Name and  
Signature of Dealer or Agent D. Hines, Agent

Printed Firm Name MOTORCARS INTERNATIONAL

Dealer No. D177

Date 10/17/2013 County GREENE

State MISSOURI

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: \_\_\_\_\_, seller(s)/(name(s) of principal(s)).

Notary  
Signature \_\_\_\_\_

Notary Printed  
or Typed Name

My Commission Expires

(SEAL)

Hand-Printed Name and  
Signature(s) of Buyer(s) JAMES PERON

## RE-ASSIGNMENT OF TITLE BY LICENSED DEALER

The undersigned hereby certifies that the vehicle described in this title has been transferred to the following printed name and address:

"I certify to the best of my knowledge that the odometer reading is: \_\_\_\_\_ (NO TENTHS) and reflects the actual mileage of this vehicle unless one of the following statements is checked."

☐ 1. The mileage stated is in excess of its mechanical limits. ☐ 2. The odometer reading is not the actual mileage. **WARNING — ODOMETER DISCREPANCY**

DATE VEHICLE DELIVERED TO PURCHASER

To my knowledge the vehicle described herein:

Yes ☐ No ☐ Has been involved in a collision or other occurrence to the extent that the cost to repair exceeds 25% of fair market retail value.  
Yes ☐ No ☐ Has been a flood vehicle, a reconstructed vehicle or a salvage vehicle.

Hand-Printed Name and  
Signature of Dealer or Agent \_\_\_\_\_

Printed Firm Name \_\_\_\_\_

Dealer No. \_\_\_\_\_

Date \_\_\_\_\_ County \_\_\_\_\_

State \_\_\_\_\_

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: \_\_\_\_\_, seller(s)/(name(s) of principal(s)).

Notary  
Signature \_\_\_\_\_

Notary Printed  
or Typed Name

My Commission Expires

(SEAL)

Hand-Printed Name and  
Signature(s) of Buyer(s) \_\_\_\_\_

## LIEN OR ENCUMBRANCE - ENTER IN OWNER'S APPLICATION FOR TITLE

This form contains the conforming odometer statement and must have the hand printed name and signature of both the buyer and seller.

Verify Authenticity: Face should have a purple background. Back should contain a watermark that is visible when held at a 45 degree angle.





ALABAMA DEPARTMENT OF REVENUE  
MOTOR VEHICLE DIVISION  
www.revenue.alabama.gov/motorvehicle/forms.html  
**Power of Attorney**

MVT 5-13  
1/13

THIS FORM MAY  
BE REPRODUCED

VEHICLE IDENTIFICATION NUMBER (VIN)*										YEAR	MAKE	MODEL
1 2 3 4 5 6 7 8 9 10 11 12										2013	MERCEDES-BENZ	G63
BODY TYPE					LICENSE PLATE NUMBER					STATE OF ISSUANCE		
G63										ALABAMA		

<b>Taxpayer Information</b>	<b>Representative(s): Hereby appoint(s) the following representative(s)</b>
Taxpayer Name(s) and Address (Please Type or Print)	Name and Address (Please Type or Print)
DAVID RICHARDSON 12 LEDGES MAIN SE HUNTSVILLE AL 35802	Gil Williams 30 Co Rd 392 Cullman AL 35057
	Email Address**
	Telephone Number** ( ) -
	Fax Number** ( ) -

As my attorney-in-fact to sign my name and do all things necessary for the purpose(s) of:

- ☒ Title application, transfer or lien filing      ☐ IFTA transaction(s)      ☐ register and purchase license plate(s),  
☐ other purpose, describe: \_\_\_\_\_

for my motor vehicle described above.

**ACTS AUTHORIZED**

The representative(s) is authorized to receive and inspect confidential tax information and to perform any and all acts that I (we) can perform with respect to the matters described above. The authority does not include the power to receive refund checks or the power to sign certain returns.

LIST ANY SPECIFIC ADDITIONS OR RESTRICTIONS TO THE ACTS OTHERWISE AUTHORIZED IN THIS POWER OF ATTORNEY:

Sworn to and subscribed before me on date above stated.

\_\_\_\_\_  
NOTARY PUBLIC

My commission expires:

June 12 2016

\_\_\_\_\_  
SIGNATURE OF TAXPAYER      DATE 08/30/2013

DAVID RICHARDSON

N/A      N/A  
SIGNATURE OF TAXPAYER      DATE

N/A

Signature of Appointee: ▶

\_\_\_\_\_

NOT VALID WITHOUT THIS SIGNATURE


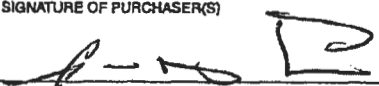

DATE 8-30-13

If a business firm or corporation is appointed, the signature shall be of an authorized representative of the firm who will perform as attorney-in-fact for the owner.

**SPECIAL NOTICE: Any alterations or strikeovers shall void this Power of Attorney. Original signatures are required.**

\*All VINs for 1981 and subsequent year model vehicles that conform to federal anti-theft standards are required to have 17 digits/characters.

\*\* Optional

 <b>MISSOURI DEPARTMENT OF REVENUE</b> <b>MOTOR VEHICLE BUREAU</b> <b>ODOMETER DISCLOSURE STATEMENT</b>		<b>FORM 3019</b> (REV. 11-2005)		Federal law (and State law, if applicable) requires that you state the mileage upon transfer of ownership. Failing to complete or providing a false statement may result in fines and/or imprisonment.
<b>INSTRUCTIONS ON REVERSE</b>				
YEAR <b>2013</b>		MAKE <b>MERCEDES</b>		VEHICLE IDENTIFICATION NUMBER <b>WDCYC7DFDX213238</b>
TITLE NUMBER		STATE	MODEL <b>G63 AMG</b>	BODY STYLE
If purchaser/seller is an agent/officer of a firm, record official position after printed name. The purchaser/seller should retain a copy of this odometer disclosure statement. If "Warning, Odometer Discrepancy" is checked, the seller must attach a statement explaining all facts regarding the discrepancy.				
PURCHASER(S) NAME (PRINTED OR TYPED) <b>KRESCENT MEDIA, LLC</b>				DATE <b>10/17/13</b>
ADDRESS <b>25 IONIA, SUITE 400, GRAND RAPIDS, MI 49503</b>				
SELLER(S) (FIRM) NAME (PRINTED OR TYPED) <b>MOTORCARS INTERNATIONAL</b>				DEALER NO. <b>D177</b>
ADDRESS <b>3015 E CAIRO ST, SPRINGFIELD, MO 65802</b>				
ODOMETER READING (NO TENTHS) <b>328</b>	I state that the odometer now reads the aforementioned miles and to the best of my knowledge that it reflects the actual mileage of the vehicle described herein, unless one of the following statements is checked.			<input type="checkbox"/> Mileage in excess of its mechanical limits <input type="checkbox"/> Mileage reading not actual (WARNING, ODOMETER DISCREPANCY)
SIGNATURE OF PURCHASER(S)		SIGNATURE OF SELLER(S)		
				
HAND PRINTED NAME(S) BY PURCHASER(S)		HAND PRINTED NAME(S) BY SELLER(S) <b>D. Hines, Agent</b>		
PURCHASER(S) NAME (PRINTED OR TYPED)				
ADDRESS				
SELLER(S) (FIRM) NAME (PRINTED OR TYPED)				
DEALER NO.				
ADDRESS				
ODOMETER READING (NO TENTHS)	I state that the odometer now reads the aforementioned miles and to the best of my knowledge that it reflects the actual mileage of the vehicle described herein, unless one of the following statements is checked.			<input type="checkbox"/> Mileage in excess of its mechanical limits <input type="checkbox"/> Mileage reading not actual (WARNING, ODOMETER DISCREPANCY)
SIGNATURE OF PURCHASER(S)		SIGNATURE OF SELLER(S)		
HAND PRINTED NAME(S) BY PURCHASER(S)		HAND PRINTED NAME(S) BY SELLER(S)		
PURCHASER(S) NAME (PRINTED OR TYPED)				
ADDRESS				
SELLER(S) (FIRM) NAME (PRINTED OR TYPED)				
DEALER NO.				
ADDRESS				
ODOMETER READING (NO TENTHS)	I state that the odometer now reads the aforementioned miles and to the best of my knowledge that it reflects the actual mileage of the vehicle described herein, unless one of the following statements is checked.			<input type="checkbox"/> Mileage in excess of its mechanical limits <input type="checkbox"/> Mileage reading not actual (WARNING, ODOMETER DISCREPANCY)
SIGNATURE OF PURCHASER(S)		SIGNATURE OF SELLER(S)		
HAND PRINTED NAME(S) BY PURCHASER(S)		HAND PRINTED NAME(S) BY SELLER(S)		
PURCHASER(S) NAME (PRINTED OR TYPED)				
ADDRESS				
SELLER(S) (FIRM) NAME (PRINTED OR TYPED)				
DEALER NO.				
ADDRESS				
ODOMETER READING (NO TENTHS)	I state that the odometer now reads the aforementioned miles and to the best of my knowledge that it reflects the actual mileage of the vehicle described herein, unless one of the following statements is checked.			<input type="checkbox"/> Mileage in excess of its mechanical limits <input type="checkbox"/> Mileage reading not actual (WARNING, ODOMETER DISCREPANCY)
SIGNATURE OF PURCHASER(S)		SIGNATURE OF SELLER(S)		
HAND PRINTED NAME(S) BY PURCHASER(S)		HAND PRINTED NAME(S) BY SELLER(S)		

MO 860-2086 (11-2005)

DISTRIBUTION: WHITE—ATTACH TO MSO OR CERT. OF TITLE





MISSOURI DEPARTMENT OF REVENUE  
MOTOR VEHICLE BUREAU  
**POWER OF ATTORNEY**

FORM  
**4054**  
(REV. 4-2010)

I (WE) HEREBY APPOINT MOTORCARS INTERNATIONAL

AS MY (OUR) ATTORNEY-IN-FACT FOR THE PUR

POSE OF TRANSFERRING OR MAKING APPLICATION FOR TITLE AND REGISTRATION TO THE FOLLOWING DESCRIBED UNIT:

YEAR	MAKE	IDENTIFICATION NUMBER
2 0 1 3	MERCEDES	W D C Y C 7 D F X D X 2 1 3 2 3 8

WITH THE FULL AUTHORITY TO SIGN ON MY (OUR) BEHALF ALL PAPERS AND DOCUMENTS AND TO DO ALL THAT IS NECESSARY TO THIS APPOINTMENT.

OWNER'S PRINTED NAME

OWNER'S PRINTED NAME

OWNER'S SIGNATURE

OWNER'S SIGNATURE

NOTARY INFORMATION

NOTARY PUBLIC BOSSER SEAL

COUNTY (OR CITY OF ST. LOUIS)

MO

SUBSCRIBED AND SWORN BEFORE ME, THIS

17TH DAY OF OCTOBER 2013

NOTARY PUBLIC SIGNATURE

MY COMMISSION  
EXPIRES

NOTARY PUBLIC NAME (TYPED OR PRINTED)

USE RUBBER STAMP IN CLEAR AREA BELOW.

MO 860-1005 (4-2010)



Missouri Department of Revenue  
Bill of Sale or Even-Trade Bill of Sale

The seller must complete all applicable information and sign this form. The Bill of Sale or Even-Trade Bill of Sale must be notarized when showing proof of ownership on major component parts of a rebuilt vehicle or when specifically requested to be notarized by the Department of Revenue.

Purchaser(s) Name(s) (typed or printed) KRESCENT MEDIA, LLC			Seller(s) Name(s) (typed or printed) MOTORCARS INTERNATIONAL		
Address 25 IONIA, SUITE 400			Address 3015 E. CAIRO ST.		
City GRAND RAPIDS	State MI	Zip Code 49503	City SPRINGFIELD	State MO	Zip Code 65802

Motor Vehicle	Year 2 0 1 3	Make MERCEDES	Title Number 47679641	Vehicle Identification Number WDCYC7DFDX213238
	Sale Date (MM/DD/YYYY) 1 0 / 1 7 / 2 0 1 3		Sale Price \$139,325.00	If an even-trade occurred, please completed the information in the Unit or Vehicle Traded For Section.

Boat	Year	Make	Title Number	Trailer	Year	Make	Title Number
	Vessel Identification Number				Vehicle Identification Number		
	Sale Date (MM/DD/YYYY)		Sale Price		Sale Date (MM/DD/YYYY)		Sale Price

Outboard Motor	Year	Make	Title Number	Motor Identification Number
	Horsepower	Sale Date (MM/DD/YYYY)		Sale Price

Unit or Vehicle Traded for	Year 2 0 0 9	Make MERCEDES	Title Number
	Vehicle Identification Number WDCYR71EX9X177472		
	TRADE ALLOWANCE: \$69,500.00		

Signature	Under penalties of perjury, I declare that the information I have provided and any attached supplement is true, complete, and correct.		
	Signature of One Purchaser	Signature of One Seller	Unit or Vehicle Sold For Destruction <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

Notary	Notary required for rebuilt vehicle or when specifically requested to be notarized by the Department of Revenue.		
	Emboss or black ink rubber stamp seal	Subscribed and sworn before me, this day of State County (or City of St. Louis)	
		Notary Public Signature	Notary Public Name (Typed or Printed)
		My Commission Expires / /	

Form 1957 (Revised 10-2013)

Mail to: Motor Vehicle Bureau  
P.O. Box 100  
Jefferson City, MO 65105

Phone: (573) 526-3669  
E-Mail: [mybmail@dor.mo.gov](mailto:mybmail@dor.mo.gov)

Visit [dor.mo.gov/motorv/nos/](http://dor.mo.gov/motorv/nos/)  
for additional information



## BUYERS GUIDE

**IMPORTANT:** Spoken promises are difficult to enforce. Ask the dealer to put all promises in writing. Keep this form.

MERCEDES	G63 AMG	2013	WDCYC7DFDX213238
VEHICLE MAKE	MODEL	YEAR	VIN NUMBER

M4942  
DEALER STOCK NUMBER (Optional)

### WARRANTIES FOR THIS VEHICLE:

☒ **AS IS – NO WARRANTY**

YOU WILL PAY FOR ALL COSTS FOR ANY REPAIRS. The dealer assumes no responsibility for any repairs regardless of any oral statements about the vehicle.

☐ **WARRANTY**

☐ **FULL** ☐ **LIMITED WARRANTY.** The dealer will pay \_\_\_\_\_% of the labor and \_\_\_\_\_% of the parts for the covered systems that fail during the warranty period. Ask the dealer for a copy of the warranty document for a full explanation of warranty coverage, exclusions, and the dealer's repair obligations. Under state law, "implied warranties" may give you even more rights.

#### SYSTEMS COVERED:


#### DURATION:


☐ **SERVICE CONTRACT.** A service contract is available at an extra charge on this vehicle. Ask for details as to coverage, deductible, price, and exclusions. If you buy a service contract within 90 days of the time of sale, state law "implied warranties" may give you additional rights.

**PRE PURCHASE INSPECTION:** ASK THE DEALER IF YOU MAY HAVE THIS VEHICLE INSPECTED BY YOUR MECHANIC EITHER ON OR OFF THE LOT.

**SEE THE BACK OF THIS FORM** for important additional information, including a list of some major defects that may occur in used motor vehicles.



**Below is a list of some major defects that may occur in used motor vehicles.**

**Frame & Body**

Frame-cracks, corrective welds, or rusted through  
Dog tracks—bent or twisted frame

**Engine**

Oil leakage, excluding normal seepage  
Cracked block or head  
Belts missing or inoperable  
Knocks or misses related to camshaft lifters and push rods  
Abnormal exhaust discharge

**Transmission & Drive Shaft**

Improper fluid level or leakage, excluding normal seepage  
Cracked or damaged case which is visible  
Abnormal noise or vibration caused by faulty transmission or drive shaft  
Improper shifting or functioning in any gear  
Manual clutch slips or chatters

**Differential**

Improper fluid level or leakage excluding normal seepage  
Cracked or damaged housing which is visible  
Abnormal noise or vibration caused by faulty differential

**Cooling System**

Leakage including radiator  
Improperly functioning water pump

**Electrical System**

Battery leakage  
Improperly functioning alternator, generator, battery, or starter

**Fuel System**

Visible leakage

**Inoperable Accessories**

Gauges or warning devices  
Air conditioner  
Heater & Defroster

**Brake System**

Failure warning light broken  
Pedal not firm under pressure (DOT spec.)  
Not enough pedal reserve (DOT spec.)  
Does not stop vehicle in straight line (DOT spec.)  
Hoses damaged  
Drum or rotor too thin (Mfr. Specs)  
Lining or pad thickness less than 1/32 inch  
Power unit not operating or leaking  
Structural or mechanical parts damaged

**Steering System**

Too much free play at steering wheel (DOT specs.)  
Free play in linkage more than 1/4 inch  
Steering gear binds or jams  
Front wheels aligned improperly (DOT specs.)  
Power unit belts cracked or slipping  
Power unit fluid level improper

**Suspension System**

Ball joint seals damaged  
Structural parts bent or damaged  
Stabilizer bar disconnected  
Spring broken  
Shock absorber mounting loose  
Rubber bushings damaged or missing  
Radius rod damaged or missing  
Shock absorber leaking or functioning improperly

**Tires**

Tread depth less than 2/32 inch  
Sizes mismatched  
Visible damage

**Wheels**

Visible cracks, damage or repairs  
Mounting bolts loose or missing

**Exhaust System**

Leakage

**MOTORCARS INTERNATIONAL**

DEALER

3015 E CAIRO ST

ADDRESS

SPRINGFIELD, MO 65802

417-831-9999

SEE FOR COMPLAINTS

I hereby acknowledge receipt of the Buyers Guide at the closing of this sale.

Signature

Date

**IMPORTANT:** The information on this form is part of any contract to buy this vehicle. Removal of this label before consumer purchase (except for purpose of test-driving) is a violation of federal law (16 C.F.R. 455).

**Payment Receipt**

**Motorcars International LLC**  
**Springfield, MO 65802**

**Received From:**

Krescent Media, LLC  
Krescent Media, LLC  
25 Ionia, Suite 400  
Grand Rapids, MI 49503

**Date Received** 10/18/2013  
**Payment Method** Wire  
**Check/Ref. No.** 10182013M4942

**Payment Amount** \$69,500.00

Balance Report

Page 1 of 2

Dottie Hines

Same Day Balance Report As of Oct 18, 2013

Bank: Commerce Bank-Missouri

Printed on Oct 18, 2013 at 11:18 AM

Account: 000500866855 - Motorcars International LLC Wire Account (USD)

Same Day Interim Calculations		Amount			
Opening Ledger		\$0.00			
Opening Available		\$0.00			
Current Day Credits		\$69,500.00 (1)			
Current Day Debits		\$0.00			
Interim Immediate		\$69,500.00			
Interim One Day Float		\$0.00			
Interim Two + Day Float		\$0.00			
Interim Ledger		\$69,500.00			
Interim Available		\$69,500.00			
Detail Credit Transactions	Amount	Availability	Bank Ref.	Customer Ref.	Text
Incoming Money Transfer	\$69,500.00	0 Day	1018J1Q526XX000521	CB131018002025701	typeCd = 10

subTypeCd = 00

sndABA = 041000124

sndShortName = PNCBANKCINCI

sndRef = 2013101800020251

rcvABA = 101000019

rcvShortName = COMM BK



## Balance Report

Page 2 of 2

25515

typBusCd = CTP

benefIDCd = D

benefIDAcct = [REDACTED]

benefName = MOTORCARS  
INTERNATIONAL, LLC

benefAddr1 = 3015 EAST CAIRO ST

benefAddr2 = -

benefAddr3 = SPRINGFIELD, MO, US

orgAcctIDCd = D

orgAcctIDAcct = 4267063455

orgAcctName = KRESCENT MEDIA I

orgAcctAddr1 = 2625 DENISON DR

orgAcctAddr2 = MOUNT PLEASANT  
48858ogbAcctName = PNC BANK NA  
PITTSBURGH PA USA

OMAD =

20131018J1Q526XX00052110181215F

IMAD = 20131018D3B74V9C000790

Item Count 1 \$69,500.00

**Payment Receipt**

**Motorcars International LLC**  
Springfield, MO 65802

**Received From:**

Krescent Media, LLC  
Krescent Media, LLC  
25 Ionia, Suite 400  
Grand Rapids, MI 49503

**Date Received** 10/21/2013  
**Payment Method** Check  
**Check/Ref. No.** 762840M4942

**Payment Amount** \$500.00

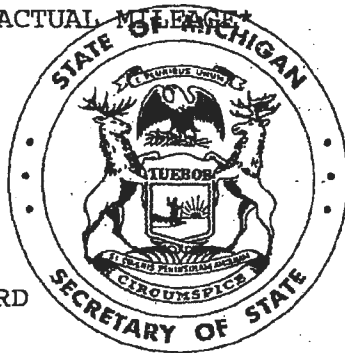
## STATE OF MICHIGAN

## CERTIFICATE OF TITLE

VEHICLE IDENTIFICATION NUMBER YEAR MAKE MODEL BODY STYLE  
 WDCYR71EX9X177472 2009 MERC BENZ G55 STA WAGON  
 TITLE NUMBER ISSUE DATE ODOMETER BRAND/LEGEND  
 243X2740356 F 10/02/2009 007800  
 WEIGHT/FEE CATEGORY ODOMETER BRAND  
 117 \*ACTUAL MILEAGE\*

OWNER(S) NAME AND ADDRESS

KOMPLIQUE INC  
 2625 DENISON DR  
 MT PLEASANT MI 48858



NO SECURED INTEREST ON RECORD

## Title Assignment by Seller

State and federal laws require the seller(s) to indicate mileage when ownership is transferred. Failure to complete or providing false information may result in civil liability, fines and/or imprisonment. ANY ALTERATION, ERASURE, FALSE STATEMENT, FORGERY OR FRAUD VOIDS THIS TITLE AND IS A CRIME.

Completed by Seller	I warrant that the ownership of the vehicle described on Certificate of Title has been transferred to the following purchaser(s) and is free of all previous liens.		
	Printed Name of Purchaser(s) Motorcars International	Date of Sale 10/17/13	Selling Price
	Purchaser's Street Address 3015 E. Cairo St.	City Springfield	State MO
	Zip 65802		
Completed by Seller	I (we) certify that the odometer reading is: <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input checked="" type="checkbox"/> and that to the best of my knowledge the odometer mileage is: (No Tenths) <input type="checkbox"/> actual mileage <input type="checkbox"/> not actual mileage - WARNING ODOMETER DISCREPANCY <input type="checkbox"/> exceeds mechanical limits of odometer (odometer has rolled over)		
	Signature of Seller(s) X	Printed Name of Seller(s) KOMPLIQUE INC	Address 2625 DENISON DRIVE
	Seller's Street Address 1526 DENISON DRIVE	City MT. PLEASANT	State MI
	Zip 48858		
Completed by Buyer	A \$15.00 Late Fee is Due for Failure to Apply for Title Within 15 Calendar Days of Date of Assignment		
	"I am aware of the above odometer certification made by the seller(s)."		
	Signature of Purchaser(s) X	Printed Name of Purchaser(s) D. Hines Agent	
	NEW LIENHOLDER INFORMATION: The information below must be on an application for title and presented to the Michigan Department of State.		
Completed by Buyer	Secured Party: N/A	Address:	

The State of Michigan, Michigan Department of State certifies that this certificate of title is issued in compliance with the laws of Michigan and constitutes prima facie proof of ownership. Further, on the date of title issuance, the described vehicle was subject to the security interest(s) listed above.

MAILING ADDRESS

KOMPLIQUE INC  
 2625 DENISON DR  
 MT PLEASANT MI 48858

G66823882

## \*\*NOTICE TO SELLERS\*\*

Sellers must keep a receipt or photocopy of the reassigned title for their records for 18 months or accompany the purchaser to a Secretary of State Office.



DO NOT ACCEPT TITLE SHOWING ANY ERASURES, ALTERATIONS OR MUTILATIONS

GOVERNMENT'S

EXHIBIT

171

US v. PIERON

25520



**KOMPLIQUE, INC.**

**WRITTEN CONSENT OF BOARD OF DIRECTORS  
IN LIEU OF SPECIAL MEETING**

\*\*\*\*\*

As of June 28, 2012

\*\*\*\*\*

The undersigned, being sole Director of the Board of Directors of Kompliqué, Inc., a Michigan corporation (the "*Company*"), pursuant to Section 525 of the Michigan Business Corporation Act (Act No. 284 of the Public Acts of 1972), does hereby take and consent to the taking of the actions set forth in the following votes, which for all purposes shall have the same force and effect as if taken at a special meeting of the Board of Directors of the Company duly called and held for the purpose, at which a quorum was present and acting throughout:

***Election of Officers***

**VOTED:** That the following persons be, and hereby are, elected to serve in the offices set forth opposite their respective names, each to hold office in accordance with the Bylaws of the Company and to serve until the next annual meeting of directors or consent in lieu thereof, and until such person's successor is elected or appointed and qualified, or until such person's earlier resignation, removal or disqualification:

<u>Name</u>	<u>Office</u>
James Pieron	CEO / President
Jason Cooley	Vice President / Art Director

**VOTED:** That any person not named above who had been serving as an officer of the Company as of the date of this consent is hereby removed, without cause, effective immediately.

*Komliqué, Inc.*  
*Written Consent of Board of Directors*  
*in Lieu of Special Meeting*  
*As of June 28, 2012*  
*Page 2*

***General Authority***

**VOTED:** That the officers of the Company be, and each of them acting singly hereby is, authorized, empowered and directed, for and on behalf of the Company, to take any and all actions, to negotiate for and enter into agreements and amendments to agreements, to perform all such acts and things, to execute, file, deliver or record in the name and on behalf of the Company, all such certificates, instruments, agreements or other documents, and to make all such payments as they, in their judgment, or in the judgment of any one or more of them, may deem necessary, advisable or appropriate in order to carry out the purpose and intent of the foregoing resolutions and/or the transaction contemplated therein or thereby, the authorization therefor to be conclusively evidenced by the taking of such action or the execution and delivery of such certificates, instruments, agreements or documents.

***Ratification***

**VOTED:** That all actions taken or purported to be taken by the directors or the officers of the Company on its behalf, whether or not such actions were taken or purported to be taken at a duly constituted meeting of the shareholders and whether or not a quorum was present at such meeting, since May 6, 2009 (or action by consent in lieu thereof) be and they are hereby, confirmed, ratified and approved in all respects; and that such actions, in the case of actions taken or purported to be taken by the directors of the Company, shall have the same force and effect as if taken at a meeting of the Board of Directors duly constituted in accordance with the Bylaws at which a quorum was present and acting throughout.

The undersigned further directs that the actions set forth in this consent be effective immediately and that this consent be filed with the minutes of the meetings of the Board of Directors of the Company.

  
James Pieron, Sole Director

# ***Michigan Department Of Energy, Labor & Economic Growth***

## ***Filing Endorsement***

***This is to Certify that the ARTICLES OF INCORPORATION - PROFIT***

***for***

***KOMPLIQUE, INC.***

***ID NUMBER: 02525N***

***received by facsimile transmission on May 6, 2009 is hereby endorsed***

***Filed on May 6, 2009 by the Administrator.***

***The document is effective on the date filed, unless a  
subsequent effective date within 90 days after  
received date is stated in the document.***



***In testimony whereof, I have hereunto set my  
hand and affixed the Seal of the Department,  
In the City of Lansing, this 6TH day  
of May, 2009.***

***, Director***

***Bureau of Commercial Services***





**ARTICLE V**

The name(s) and address(es) of the incorporator(s) is(are) as follows:

Name

Residence or Business Address

Matthew A. Romashko

555 N. Main Street, Mt. Pleasant, MI 48858

**ARTICLE VI (Optional, Delete if not applicable)**

When a compromise or arrangement or a plan of reorganization of this corporation is proposed between this corporation and its creditors or any class of them or between this corporation and its shareholders or any class of them, a court of equity jurisdiction within the state, on application of this corporation or of a creditor or shareholder thereof, or an application of a receiver appointed for the corporation, may order a meeting of the creditors or class of creditors or of the shareholders or class of shareholders to be affected by the proposed compromise or arrangement or reorganization, to be summoned in such manner as the court directs. If a majority in number representing 3/4 in value of the creditors or class of creditors, or of the shareholders or class of shareholders to be affected by the proposed compromise or arrangement or a reorganization, agree to a compromise or arrangement or a reorganization of this corporation as a consequence of the compromise or arrangement, the compromise or arrangement and the reorganization, if sanctioned by the court to which the application has been made, shall be binding on all the creditors or class of creditors, or on all the shareholders or class of shareholders and also on this corporation.


**ARTICLE VII (Optional, Delete if not applicable)**

Any action required or permitted by the Act to be taken at an annual or special meeting of shareholders may be taken without a meeting, without prior notice, and without a vote, if consents in writing, setting forth the action so taken, are signed by the holders of outstanding shares having not less than the minimum number of votes that would be necessary to authorize or take the action at a meeting at which all shares entitled to vote on the action were present and voted. A written consent shall bear the date of signature of the shareholder who signs the consent. Written consents are not effective to take corporate action unless within 60 days after the record date for determining shareholders entitled to express consent to or to dissent from a proposal without a meeting, written consents dated not more than 10 days before the record date and signed by a sufficient number of shareholders to take the action are delivered to the corporation. Delivery shall be to the corporation's registered office, its principal place of business, or an officer or agent of the corporation having custody of the minutes of the proceedings of its shareholders. Delivery made to a corporation's registered office shall be by hand or by certified or registered mail, return receipt requested.

Prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent shall be given to shareholders who would have been entitled to notice of the shareholder meeting if the action had been taken at a meeting and who have not consented to the action in writing. An electronic transmission consenting to an action must comply with Section 407(3).

Use space below for additional Articles or for continuation of previous Articles. Please identify any Article being continued or added. Attach additional pages if needed.

I, (We), the Incorporator(s) sign my (our) name(s) this 6th day of May, 2009.

  
\_\_\_\_\_  
Matthew A. Romashko  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_